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ORDER FOR	RVICES	IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution			PAGE 1 OF 1 PAGE(S)				
			ORDER NUMBER SQ0910DF0131		3. CONTRACT NUMBER GS00Q09BGD0020		4. ACT NUMBER A2468494B		
FOR	5. A	CCOUNTI	NG CLASSIFI	CATION		6. FINANO	FINANCE DIVISION		
GOVERNMENT USE ONLY	FUND 299X	ORG CODE A09VR110	B/A CODE F1	O/C CODE 25	AC	SS	VENDOR NAME		
	FUNC CODE C01	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT		
	W/ITEM	СС-В	PRT./CRFT		Al	LC	DISCOUNT		
7. TO: CONTRACTOR (Name, address and zip code) Alfred E. Buford						8. TYPE OF ORDER REFERENCE YOU B. DELIVERY			
CACI INC FEDERAL 14370 Newbrook Drive CHANTILLY, VA 20151-2218 United States (703) 679-4177						Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.			
· ,			This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.						
					C. MODIF 00 TYPE OF MODIFIC		D. AUTHORITY FOR ISSUING		
9A. EMPLOYER'S IDENTIFICATION NUMBER "(b)(4)"			9B. CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.				
10A. CLASSIFICATION B. Other than Small Business						10B. TYPE OF BUSINESS ORGANIZATION C. Corporation			
zip code, and telephone no.) GSA, FTS 9 Sonoran Area Team (9T-Z) (MANDATC CACI INC FI PO BOX 630			EDÉRAL 0967 E,MD 21263-0967		13. SHIP TO (Consignee address, zip code and telephone no.) Richard N Alvarez 22565 Outer Highway 18 Apple Valley, CA 92307 United States (760) 247-0217				
14. PLACE OF INSPECTION AND ACCEPTANCE Richard N Alvarez 22565 Outer Highway 18 Apple Valley, CA 92307 United States				15. REQUISITION OFFICE (Name, symbol and telephone no.) Carlo Morehead GSA Region 9 9988 Hibert Street, Ste. 204 San Diego, CA 92131 United States (858) 537-2200					
16. F.O.B. POINT Destination		17. GOVER NO.	NMENT B/L	18. DELIVERY F.O.B. POINT ON OR BEFORE 06/30/2011 19. PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS					

20. SCHEDULE

The United States Government, acting by and through the General Services Administration, Federal Acquisition Service (FAS) hereby makes award to CACI, Inc. Federal pursuant to the terms and conditions applicable e-Buy RFQ no. 45608 dated April 28, 2010, Modification no. 1 to e-Buy RFQ no. 45608 dated May 4, 2010, Modification no. 2 to e-Buy RFQ no. 45608 dated May 5, 2010, Modification no. 3 to e-Buy RFQ no. 45608 dated May 10, 2010, Modification no. 4 to e-Buy RFQ no. 45608 dated May 11, 2010, CACI's May 14, 2010 corrected offer, the underlying contractual vehicle GS00Q09BGD0020 (Alliant GWAC), and this Form 300.

The ITSS ID no. for this award is 9Q0SCMIS001.

- 1. Base Period of Performance. The base period of performance for this Award (i.e., term) is from July 1, 2010 through June 30, 2011 for a total base period of performance not to exceed June 30, 2011, subject to the availability of funds and incremental funding for this project (as described in greater detail below).
- funding for this project (as described in greater detail below).

 2. Option Periods/Services. To the extent applicable and described in the solicitation, the Government may have also evaluated, but to date has not exercised, certain options, which may increase the applicable period of performance or services for this project, if exercised by the Government at its discretion as provided in FAR Subpart 17.2. Applicable Options for this Award are described below:

Option period One July 1, 2011 to June 30, 2012

Option period Two July 1, 2012 to June 30, 2013 Option period Three July 1, 2013 to June 30, 2014 Option period Four July 1, 2014 to June 30, 2015

- 3. Availability of Funds/Incremental Funding. This Award is made subject to the availability of funds and the then-current level of incremental funding, as provided below:
- A. Base Period Price. The awarded value for the base period, as specified above, may not exceed \$1,853,960.96 (hereinafter, the "Base Period Price"), not including any fees paid to FAS from its customer agency.
- B. Option(s) Price. The awarded value for each Option period/service, as specified above is as follows:
- C. First Option Price. The evaluated, but not exercised total aggregate value for the first option period may not exceed \$1,878,842.00 (hereinafter, the "First Option Price"), not including any fees paid to FAS from its customer agency.
- D. Second Option Price. The evaluated, but not exercised total aggregate value for the second option period may not exceed \$1,779,516.08 (hereinafter, the "Second Option Price"), not including any fees paid to FAS from its customer agency.
- E. Third Option Price. The evaluated, but not exercised total aggregate value for the third option period may not exceed \$1,736,705.00 (hereinafter, the "Third Option Price"), not including any fees paid to FAS from its customer agency.
- F. Fourth Option Price. The evaluated, but not exercised total aggregate value for the fourth option period may not exceed \$1,758,057.92 (hereinafter, the "Fourth Option Price"), not including any fees paid to FAS from its customer agency.
- G. Current Levels of Incremental Funding. The Government reserves the right to fund this project on an incremental basis. If the Government chooses to fund this project on an incremental basis, then the following provision shall apply. The total amount of the initial amount of incremental funding applicable for this project is \$926,980.48. Of this \$926,980.48, \$292,638.00 will be applied to fund the firm fixed price monthly labor charges under CLIN 0001, \$92,925.48 will be applied to fund the firm fixed price monthly charges under CLIN 0002, \$28,917.00 will be applied to fund the firm fixed price monthly charges under CLIN 0003, \$500,000.00 will be applied to fund the T&M ceiling under CLIN 0004, and \$12,500.00 will be applied to fund the not to exceed amount for travel under CLIN 0005. From time to time, this Award may be modified to update the then-current level of incremental funding allocated to this project.
- H. Incremental funding of the firm-fixed price contract line items: This is a firm fixed price order to be incrementally funded in accordance with DFARS 252.232-7007 for the firm-fixed price contract line items as follows:

252.232-7007 Limitation of Government's Obligation. As prescribed in 232.705-70, use the following clause:

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s) 0001 through 0003 are incrementally funded. For these item(s), the sum of \$ 414,480.48 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause. (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item (s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under

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31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract for the firm-fixed price contract line items in accordance with the following schedule:

On execution of contract \$414,480.48 By December 30, 2010 \$414,480.48
Total Funding for Base Period \$828,960.96

(End of clause)

I. Incremental funding of the time-and-material and not-to-exceed contract line items:

On execution of contract \$512,500.00 By December 30, 2010 \$512,500.00 Total Funding for Base Period \$1,025,000.00

- 4. The contractor must submit invoice information for client review and acceptance electronically via GSA's IT-Solutions Shop (ITSS) at http://it-solutions.gsa.gov as well as in hard copy form mailed to GSA Finance Kansas City (see block no. 24). Invoices can also be submitted electronically through the GSA Web site www.finance.gsa.gov/. For further information regarding electronic invoicing, please contact GSA Finance Customer Care at (816) 926-7287.
- 5. Invoices must include the Order ID and the ACT# for proper identification and must be broken down by each of the five CLIN(s). Failure to include this information may result in delayed payments and the contractor having to resubmit the invoice.

ITEM NO.	SUPPLIES OR SE	QUANTITY ORDERED	UNIT	UNIT PRICE		AMOUNT	
(A)	(B)		(C)	(D)	(E)		(F)
0001	Base Year CLIN 0001 through	1	lot	\$414,480.48		\$414,480.48	
0002	Base Year CLIN 0004	1	lot	\$500,000.00		\$500,000.00	
0003	Base Year CLIN 0005	1	lot	\$12,500.00		\$12,500.00	
21. RECEIVING OFFICE (Name, symbol and telephone no.) US Army Corps of Engineers, (760) 247-0217							
22. SHIPPING POINT Specified in QUOTE		23. GROSS SHIP WT.			GRAND \$926,980.48		
Finance Operation (BCEB)	CE TO: (Include zip code) ns and Disbursement Branch	25A. FOR INQUI PAYMENT CON GSA Finance Cus	25B. TELEPHONE NO. 816-926-7287				
299X PO Box 219434 Kansas City, MO 641219434 United States		26A. NAME OF CONTRACTING/ (Type) JoAnn Ancheta	26B. TELEPHONE NO. (702) 228-0640				
		26C. SIGNATUR JoAnn Ancheta 06					
GENERAL SERV	VICES ADMINISTRATION	1. PAYING OFFI	GSA FORM 300 (REV. 2-93)				